

REMARKS

This Application has been carefully reviewed in light of the Office Action mailed January 30, 2006 ("Office Action"). At the time of the Office Action, Claims 1-60 were pending in the application. In the Office Action, the Examiner rejects Claims 1-13 and 41-60 and indicates that Claims 14-40 have been withdrawn from consideration. To advance prosecution of this case, Applicant amends the Title, the Abstract, and Claims 8, 47, and 58. Applicant does not admit that any amendments are necessary due to any prior art or any of the Examiner's rejections. Applicant respectfully requests reconsideration and allowance of Claims 1-13 and 41-60.

Election/Restriction

Applicant provisionally elects Claims 1-13 and 41-60 (Group I) with traverse. This election does not necessarily reflect agreement with or acquiescence to the Examiner's conclusions reflected in the Office Action.

Specification

The Examiner objects to the Title of the invention as not being descriptive. The Examiner requests that the Title be amended. Applicant herein amends the Title in compliance with the Examiner's request.

The Examiner objects to the Abstract as being too lengthy and requests that the Abstract be amended. Applicant herein amends the Abstract in compliance with the Examiner's request.

Claim Rejections - 35 U.S.C. § 112

The Examiner rejects Claims 8, 47, and 58 under the second paragraph of 35 U.S.C. § 112. Applicant submits that Claims 8, 47, and 58, as amended, comply with the requirements of 35 U.S.C. § 112. Therefore, Applicant respectfully requests reconsideration and allowance of amended Claims 8, 47, and 58.

Claim Rejections - 35 U.S.C. § 102

The Examiner rejects Claims 1-12, 41-52, and 54-60 under 35 U.S.C. 102(b) as being anticipated by U.S. Patent No. 6,405,049 B2 issued to Herrod, et al. ("*Herrod*"). Applicant respectfully requests reconsideration and allowance of Claims 1-12, 41-52, and 54-60.

Herrod fails to support the rejection of Claim 1 for several reasons. First, *Herrod* fails to teach, suggest, or disclose a "secure data access port" as recited, in part, in Claim 1. Second, *Herrod* fails to teach, suggest, or disclose "a remote system" as recited, in part, in Claim 1. Third, *Herrod* fails to teach, suggest, or disclose "forwarding a remote transaction from the remote system to the dealer management system, wherein the remote transaction includes a request for stored data" as recited, in part, in Claim 1. Fourth, *Herrod* fails to teach, suggest, or disclose that "the remote transaction...is given a priority level by the dealer management system that is similar to client initiated transactions" as recited, in part, in Claim 1.

First, *Herrod* fails to teach, suggest, or disclose a "secure data access port" as recited, in part, in Claim 1. The cited reference discloses a system that comprises a handheld portable terminal for scanning bar codes, capturing signatures, and receiving purchase information. (*Herrod*; col. 9, ll. 26-49; col. 11, ll. 27-47). The portable terminal in *Herrod* downloads bar code data to a cradle, which sends the data to a host. (*Herrod*; col. 5, ll. 33-43; col. 6, ll. 61-67). At the outset, Applicant submits that the system in *Herrod* has nothing to do with providing secure data access to a dealer management system. Despite this fact, the Examiner cites a portion of *Herrod* that discloses the portable terminal connected to a cradle that comprises a terminal interface, a host interface, a processor, a remote link, and a communication controller. (*Herrod*; col. 5, ll. 33-67; col. 6, ll. 1-47; col. 7, ll. 1-38; Figure 2a). Notably, the Office Action fails to identify which of these components the Examiner equates with the "secure data access port" recited in Claim 1. It is well established that "[w]hen a reference is complex or shows or describes inventions other than that claimed by the applicant, the particular part relied on must be designated as nearly as practicable." 37 C.F.R. § 1.104(c)(2). The Examiner's conclusory statements regarding the purported teachings of *Herrod* do not comply with the requirements of 37 C.F.R. § 1.104(c)(2). Therefore, the rejection of Claim 1 is improper. Applicant further submits that nothing in the cited portion of *Herrod* teaches, suggests, or discloses a "secure data access port" as recited, in part, in Claim 1. Even if the Examiner equates the host interface in *Herrod* with the

“secure data access port” recited in Claim 1, the cited reference does not support the rejection. There is nothing in *Herrod* that teaches, suggests, or discloses that the host interface facilitates “secure data access” or that the host interface is a “secure data access port” as recited in Claim 1. Thus, the cited reference fails to teach, suggest, or disclose a “secure data access port” as recited, in part, in Claim 1. As a result, the cited reference fails to support the rejection.

Second, the cited reference fails to teach, suggest, or disclose “a remote system” as recited, in part, in Claim 1. *Herrod* discloses a cradle that is coupled to a “host.” (*Herrod*; col. 7, ll. 11-12). *Herrod* states that the “host” is “a stand-alone computer or part of an Intranet/LAN or Internet/WAN.” (*Herrod*; col. 5, ll. 38-43; col. 7, ll. 11-15). Thus, the host in *Herrod* represents a portion of a network. In rejecting Claim 1, the Examiner equates the cradle in *Herrod* with the “dealer management system” and the host in *Herrod* with the “public network” recited in Claim 1. (Office Action; p. 6, ll. 5-8). Without explanation, however, the Examiner later equates the host with the “remote system” recited in Claim 1. (Office Action; p. 6, ll. 11-12). Notably, the Examiner has not explained how the host can represent the “remote system” recited in Claim 1 if the host also represents the “public network” recited in Claim 1. Claim 1 clearly states: “remotely connecting to the dealer management system from a remote system using the public network.” (Emphases added). Thus, Claim 1 recites the “remote system” as one element and “the public network” as the structure for “connecting” that element to “the dealer management system.” Therefore, it is impermissible to equate the “remote system” and the “public network” of Claim 1 with the same element of *Herrod* (i.e., the host). It is well established that “[a]ll words in a claim must be considered in judging the patentability of that claim against the prior art.” *In re Wilson*, 424 F.2d 1382, 1385, 165 USPQ 494, 496 (CCPA 1970). If the Examiner considers that the host in *Herrod* is the “public network” recited in Claim 1, then there is simply nothing in *Herrod* to equate with the “remote system” recited in Claim 1. As a result, *Herrod* fails to teach, suggest, or disclose “a remote system” as recited, in part, in Claim 1. Accordingly, the rejection of Claim 1 is improper.

Third, *Herrod* fails to teach, suggest, or disclose “forwarding a remote transaction from the remote system to the dealer management system, wherein the remote transaction includes a request for stored data” as recited, in part, in Claim 1. In rejecting this portion of Claim 1, the Examiner relies on a portion of *Herrod* that discloses transmitting raw data from

the cradle to a host. (*Herrod*; col. 9, ll. 3-13). Claim 1, however, recites “forwarding a remote transaction *from the remote system*.” (Emphasis added). The starting point of the transmission in *Herrod* is the cradle, which the Examiner equates with the “dealer management system” recited in Claim 1. (*Herrod*; col. 9, ll. 3-13; Office Action; p. 6, ll. 5-8). Thus, the transmission in *Herrod* is **not** sent “from the remote system” as recited in Claim 1. In addition, Claim 1 recites forwarding the remote transaction “to the dealer management system.” In contrast, the raw data in *Herrod* is sent to the host, which the Examiner equates with the “public network” recited in Claim 1. (*Herrod*; col. 9, ll. 3-13; Office Action; p. 6, ll. 5-8). Thus, the transmission in *Herrod* is **not** sent “to the dealer management system” as recited in Claim 1. Claim 1 also recites that “the remote transaction includes a request.” In contrast, the transmission in *Herrod* is raw data, such as bar code data. (*Herrod*; col. 9, ll. 3-13). There is nothing that teaches, suggests, or discloses that the raw data in *Herrod* is “a request” as recited, in part, in Claim 1. It is well established that a “claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). In addition, “[t]he identical invention *must* be shown in as complete detail as is contained in the...claim,” and “[t]he elements *must* be arranged as required by the claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989); *In re Bond*, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990); MPEP § 2131 (emphasis added). The cited reference fails to teach, suggest, or disclose “forwarding a remote transaction from the remote system to the dealer management system, wherein the remote transaction includes a request for stored data” as recited, in part, in Claim 1. Accordingly, the cited reference fails to support the rejection.

In analyzing Claim 1, the Examiner cites a portion of *Herrod* that discloses customer buying preferences. (*Herrod*; col. 11, ll. 27-47). In particular, *Herrod* states that “additional information concerning the customer’s buying patterns and preferences can be utilised to target the customer with selected product advertisements.” (*Herrod*; col. 11, ll. 37-39). The Examiner offers no explanation as to how customer buying preferences could possibly relate to Claim 1. Despite this fact, the Examiner seems to rely on the “customer buying preferences” in *Herrod* for the “request for stored data” recited in Claim 1. The fact that the preferences in *Herrod* can be used to target a customer, however, has nothing to do with “a

request for stored data” as recited in Claim 1. Plainly, a customer buying preference is not “a request” as recited in Claim 1. Therefore, *Herrod* fails to teach, suggest, or disclose “a request for stored data” as recited, in part, in Claim 1. Accordingly, *Herrod* fails to support the rejection.

Fourth, *Herrod* fails to teach, suggest, or disclose that the “remote transaction from the remote system...is given a priority level by the dealer management system that is similar to client initiated transactions” as recited, in part, in Claim 1. In rejecting this aspect of Claim 1, the Examiner cites a portion of *Herrod* that describes a system wherein a portable terminal downloads data to a cradle and the data is processed to determine customer buying preferences. (*Herrod*; col. 9, ll. 4-13; col. 11, ll. 34-41). As shown above, *Herrod* fails to teach, suggest, or disclose a “remote system” or a “remote transaction from the remote system” as recited in Claim 1. In addition, there is nothing in *Herrod* that teaches, suggests, or discloses “a priority level” or that “the remote transaction...is given a priority level...that is similar to client initiated transactions” as recited, in part, in Claim 1. Indeed, nothing about the customer preferences discussed in *Herrod* even remotely relates to the “priority level” recited in Claim 1. Because the cited reference fails to teach, suggest, or disclose these aspects of Claim 1, the cited reference fails to support the rejection. For at least these reasons, Applicant respectfully requests reconsideration and allowance of Claim 1.

In rejecting Claims 41 and 51, the Examiner employs the same rationale used with respect to Claim 1. Accordingly, for reasons analogous to those stated with respect to Claim 1, Applicant respectfully requests reconsideration and allowance of Claims 41 and 51.

Claims 2-12, 42-52, and 54-60 depend from independent claims shown above to be allowable. In addition, these claims recite further elements not taught, suggested, or disclosed by the cited reference. For example, the cited reference fails to teach, suggest, or disclose that “the remote system connects to the dealer management system using the Internet by entering the IP address of the secure data access port” as recited, in part, in Claim 3. The portion of *Herrod* cited by the Examiner discloses an adapter card that permits the portable terminal to access a network. (*Herrod*; col. 27, ll. 25-31). Notably, the Examiner equates the portable terminal in *Herrod* with the “client device” recited in Claim 1. (Office Action; p. 6). The portable terminal in *Herrod* is **not** equated with the “dealer management system” recited in Claims 1 and 3. (Office Action; p. 6). As a result, the adapter card in *Herrod* merely teaches communication between a network and a client device, not a dealer management

system. Thus, the adapter card in *Herrod* has nothing to do with a remote system connecting “to the dealer management system” as recited, in part, in Claim 3. Accordingly, *Herrod* fails to teach, suggest, or disclose that “the remote system connects to the dealer management system using the Internet by entering the IP address of the secure data access port” as recited, in part, in Claim 3. For at least the foregoing reasons, Applicant respectfully requests reconsideration and allowance of Claims 2-12, 42-52, and 54-60.

Claim Rejections - 35 U.S.C. § 103

The Examiner rejects Claims 13 and 53 under 35 U.S.C. 103(a) as being unpatentable over *Herrod* in view of U.S. Patent No. 6,219,676 B1 issued to Reiner (“*Reiner*”). Applicant respectfully requests reconsideration and allowance of Claims 13 and 53.

Claims 13 and 53 depend from independent claims shown above to be allowable. In addition, these claims recite further elements not taught, suggested, or disclosed by the cited references. For at least these reasons, Applicant respectfully requests reconsideration and allowance of Claims 13 and 53.

CONCLUSION

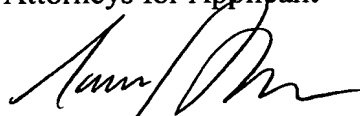
Applicant has made an earnest attempt to place this case in condition for allowance. For the foregoing reasons, and for other reasons clearly apparent, Applicant respectfully requests full allowance of all pending claims.

If the Examiner feels that a telephone conference would advance prosecution of this Application in any manner, the Examiner is invited to contact Samir A. Bhavsar, Attorney for Applicant, at the Examiner's convenience at (214) 953-6581.

Applicant believes no fees are due; however, the Commissioner is hereby authorized to charge any additional fees or credit any overpayments to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

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